

October 4, 2006

RE: RFP NO. 07-001 – Multi-year Service Agreement for the Employee Assistance Program.

Dear Vendor,

The City of Round Rock invites you to submit a proposal for the attached solicitation.

The City of Round Rock appreciates your time and effort in preparing your proposal. Please note that all proposals must be submitted in a sealed envelope marked “ DO NOT OPEN – RFP#07-001– “Employee Assistance Program” and received by the Purchasing Department, City Hall, 221 East Main Street, Round Rock, Texas, 78664 no later than 3:00 p.m. on Tuesday, October 17, 2006. Proposals received will be opened and Company's named read aloud in the City Council Chambers.

IT IS UNDERSTOOD that the City of Round Rock reserves the right to reject any and all proposals as it shall deem to be in the best interest of the City.

Thank you for your continued interest in doing business with the City of Round Rock.

Carolyn Brooks, CPPB
Purchaser
(512) 218-5457

CMB/s
Cc: file

**CITY OF ROUND ROCK
Request for Proposal**

EMPLOYEE ASSISTANCE PLAN

**PART I
GENERAL INFORMATION**

18. **PURPOSE:** The City seeks to establish a long term agreement with a qualified proposer for Employee Assistance Program (EAP) services to include, but not limited to, administering the program, developing training materials and train City personnel, establish a local area network of professionals for confidential guidance and counseling, legal and financial assistance, wellness programs, and treatment for substance abuse to City employees.
19. **HISTORY:** The City currently offers an EAP which expires in December 2006. The City pays 100% of the plan and has approximately 760 employees.
20. **INTENT:** The City appreciates the Proposer's expertise and capabilities and does not intend to write a detailed specification to address every feature and component of the EAP. However, the intent of this Request for Proposal (RFP) is to allow proposers to provide the City with the best solution given the requirements set forth by the City.
21. **DEFINITIONS:** The following definitions will be used for identified terms throughout the solicitation document:
- 21.1. Agreement – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services, and obligating the City to pay for it.
 - 21.2. City – Identifies the City of Round Rock, Travis and Williamson County, Texas.
 - 21.3. Employee shall define collectively City employees, their immediate family members, former City employee (up to six months) and retirees.
 - 21.4. Proposer is used interchangeably with vendor or contractor throughout this Request for Proposal (RFP). The term vendor and proposer are intended to mean the entity that actually provides the benefit service and shall include agents or brokers.
 - 21.5. Services - work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified
 - 21.6. Subcontractor - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the City.
 - 21.7. Vendor – (Sometimes referred to as Proposer or Contractor) A person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an agreement or purchase order.
22. **CITY CONTACT:** The contact for this procurement effort will be as listed below. Questions or clarifications related to this Request For Proposal (RFP) may be directed to:

City of Round Rock
Carolyn Brooks, CPPB
Purchasing Department
221 E. Main Street
Round Rock, TX 78664
Phone : 512-218-5457
Fax : 512-218-7028
E-mail cmb@round-rock.tx.us

23. **PROJECT SCHEDULE:** It is the City's intention to comply with the following project schedule:

23.1.	Request for Proposals released	October 3, 2006
23.2.	Send response to all questions/addendums	October 11, 2006
23.3.	Responses for RFP due	October 17, 2006
23.4.	Execute Contract with Awarded Vendor	January, 1, 2007

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective proposers.

24. **PROPOSAL DUE DATE:** Sealed proposals are due in the office of the Purchasing Department, City of Round Rock, Texas, 221 E. Main Street, Round Rock, Texas 78664 by 3:00 P.M. October 17, 2006.

- 24.1. Proposals received after this time and date will not be considered.
- 24.2. Facsimile or electronically transmitted proposals are not acceptable.
- 24.3. **Each proposal and each proposal variation shall be submitted in one (1) original and five (5) copies.**

25. **PROPOSAL SUBMITTAL REQUIREMENTS:** In order to facilitate the response evaluation process, the response shall include the following:

- 25.1. **Signed the attached confirmation of proposal with company name and address, authorized representative's name and original signature with telephone number, e-mail and fax number.**
- 25.2. Responder's experience in providing EAP as defined in the Scope of Work.
- 25.3. Detailed outline of the approach responder would use to transition from the existing EAP service provider.
- 25.4. Identification of the individual(s) who will be working with City staff including their experience and qualifications.
- 25.5. The names, qualifications, and experience of any subcontractor(s) that may perform any of the work. The City reserves the right to approve or reject any proposed subcontractors. Approval of any subcontractor(s) shall not relieve the successful Responder of any liability in the event of default or failure to comply with the requirements of this specification or any contract resulting from this RFP.
- 25.6. **References and specific contact information including name and phone number.**

26. **EVALUATION CRITERIA:** Please note this is a Request for Proposal (RFP), not an Invitation for Bid (IFB). As such, the City reserves to right to review all submitted proposals that meet the submission requirements and negotiate with the submitting proposers on any and all aspects and/or terms of their proposal – including price – before making any awards.

- 26.1. Based on the results of the review and potential negotiations with any vendors, the City reserves the right to make any award which provide goods or service at the best value for the City considering, but not limited to:
 - 26.1.1. Pricing.
 - 26.1.2. Reputation of the proposer and of the proposer's goods and services.
 - 26.1.3. Extent to which the goods or services meet the City's needs.
 - 26.1.4. Proposer's past relationship with the City.
 - 26.1.5. Long-term cost the City to acquire the proposer's goods or services.
 - 26.1.6. Any other criteria specifically listed in the RFP.
 - 26.1.7. Provide all of the services offered by the current EAP.
 - 26.1.8. Provide quality networks and quality providers for the City's employees.
 - 26.1.9. Provide a single point-of-contact/account manager.
 - 26.1.10. Provide timely, efficient, and cost-effective services to the City and efficient customer service to its employees.
 - 26.1.11. Provide access to reports, as well as deliver timely written reports on claims and utilization.
 - 26.1.12. Meet new/proposed legal regulations.
 - 26.1.13. Adequacy of provider network.

27. **CONFIDENTIALITY OF PROPOSAL CONTENT:** All proposals submitted in response to this RFP shall be held confidential until an agreement is awarded. Following the agreement award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Proposers.
- 27.1. If a Proposer believes that a proposal or parts of a proposal are confidential, then the Proposer shall so specify. The Proposer shall stamp in bold red letters the term "CONFIDENTIAL" on that part of the proposal, which the Proposer believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the agreement is awarded.
28. **CLARIFICATION OF PROPOSALS:** The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received.

PART II GENERAL TERMS AND CONDITIONS

18. **AGREEMENT:** The term of the Agreement resulting from the solicitation may be for five consecutive twelve-month periods of time from the effective date and shall remain in full force and effect unless and until it expires by operation of the term stated or until terminated or extended as provided herein. The City Manager reserves the right to:
- 18.1. Renew the Agreement for two additional periods of time not to exceed twelve months for each renewal provided both parties agree.
- 18.2. Review the following at the end of each twelve-month review period or renewal:
- 18.2.1. Vendor performance
 - 18.2.2. Price
 - 18.2.3. Continuing need
 - 18.2.4. Advancements in technologies and or service
 - 18.2.5. The City may terminate the Agreement with or without cause or may continue through the next twelve-month review or renewal period.
19. **PRICE:** The contract price shall be firm for the duration of the agreement or extension periods except as provided for in paragraph below. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, cost associated with obtaining permits or any other extraneous charges.
20. **PRICE ADJUSTMENT:** The City may permit "unit price" adjustments upward, only as a result of a cost increase in goods or services in accordance with the Producers Price Index located at <http://stats.bls.gov/ppi/home.htm>. Any price increase shall be requested by the Vendor in writing and accompanied with the appropriate documentation to justify the increase. The vendor may offer price decreases in excess of the allowable percentage change.
21. **INDEMNIFICATION:** The successful Proposer shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Proposer, its officers, agents, servants, and employees; provided, however, that the successful Proposer shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.
22. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.

- 22.1.** Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
- 22.2.** The following standard insurance policies shall be required:
 - 22.2.1.** General Liability Policy
 - 22.2.2.** Automobile Liability Policy
 - 22.2.3.** Worker's Compensation Policy
- 22.3.** The following general requirements are applicable to all policies:
 - 22.3.1.** Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 22.3.2.** Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 22.3.3.** Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 22.3.4.** Upon request, certified copies of all insurance policies shall be furnished to the City
 - 22.3.5.** Policies shall include, but not be limited to, the following minimum limits:
 - 22.3.5.1.** Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 22.3.5.2.** Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 22.3.5.3.** Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 22.3.5.4.** Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 22.3.6.** Coverage shall be maintained for two years minimum after the termination of the Contract.
- 22.4.** The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.
- 22.5.** Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
 - 22.5.1.** Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
 - 22.5.2.** Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
 - 22.5.3.** Provide thirty days notice to the City of cancellation, non-renewal, or material changes
 - 22.5.4.** Remove all language on the certificate of insurance indicating:
 - 22.5.4.1.** That the insurance company or agent/broker shall endeavor to notify the City; and,
 - 22.5.4.2.** Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
 - 22.5.5.** Provide for notice to the City at the addresses listed below by registered mail:
 - 22.5.6.** Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

- 22.5.7. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 22.5.8. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.
- 22.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 22.5.10. All notices shall be mailed to the City at the following addresses:

Assistant City Manager City of Round Rock 221 East Main Street Round Rock, TX 78664-5299	City Attorney City of Round Rock 309 East Main Street Round Rock, TX 78664
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18. WORKERS COMPENSATION INSURANCE

- 18.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 18.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 18.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.
- 18.2. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 18.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 18.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.
- 18.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 18.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
 - 18.6.1.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 18.6.1.2. no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- 18.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 18.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 18.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 18.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 18.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 18.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 18.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 18.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 18.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 18.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
 - 18.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 18.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 18.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.
 - 18.10.3.5. By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - 18.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.
19. **VENUE:** The agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in the applicable court, Williamson County, Texas.

20. **CONFLICT OF INTEREST**: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

City of Round Rock
Christine Martinez, City Secretary
221 East Main Street
Round Rock, Texas 78664

- 20.1. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's proposal.

21. **DISCLOSURE OF LITIGATION**

- 21.1. Each Proposer shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty.
- 21.2. Significant losses or settlements involving the Proposer's software or its implementation efforts shall also be disclosed. This is a continuing disclosure requirement.

22. **RIGHT TO REPRODUCE DOCUMENTATION AND OTHER INFORMATION**

- 22.1. The City shall have the right to reproduce any and all manuals, documentation, software or other information stored on electronic media supplied pursuant to the agreement at no additional cost to the City, regardless of whether the same be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in the agreement.
- 22.2. The Awarded Proposer agrees to execute any non-exclusive copyright assignments or reproduction authorizations that may be necessary for the City to utilize the rights granted in this subparagraph.

23. **INDEPENDENT CONTRACTOR**

- 23.1. It is understood and agreed that the Contractor shall not be considered an employee of the City.
- 23.2. The Contractor shall not be within protection or coverage of the City's Worker's Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.

24. **AGREEMENT ADMINISTRATOR**: All work performed under the resulting agreement will be supervised and verified by the City representative(s) noted below.

Department: Human Resources
Location: 221 East Main Street, Round Rock, Texas 78664
Contact Person: Linda Gunther
Phone No.: (512) 218-5491

**PART III
SPECIFICATION**

18. **SCOPE**: The City is requesting proposals that assume complete replacement of all aspects of the employee benefits programs as currently administered through the existing Employee Assistance Program (EAP). All proposals shall be made on the basis of and either meet or exceed the requirements contained herein.

19. **BENEFIT PROGRAM**: EAP shall include the following services to Employees as a minimum:

- 19.1. Provide confidential guidance and counseling. One to six visits per occurrence is preferred.
- 19.2. Legal and financial assistance.
- 19.3. Treatment for substance abuse.

- 19.4. Wellness programs.
- 19.5. Local area provider network.
- 19.6. Supervisory and staff training.

20. **SERVICE RESPONSIBILITIES:** The successful vendor shall:

- 20.1. Review existing EAP and provide consultation and technical assistance for any development of employee assistance programs policies and procedures.
- 20.2. Determine and develop sessions of EAP training for supervisory staff of the City which shall focus on orientation to the program and procedures for intervention and referral of troubled employees.
- 20.3. Provide all training materials.
- 20.4. Provide assessment and referral services to Employees.
- 20.5. Administer the City's employee assistance program providing consultation and technical assistance on policies and procedures and training.
- 20.6. Provide appropriate follow-up and statistical reporting on a regular basis to the City with regard to restrictions under applicable laws and regulations relating to client confidentiality and privacy.

**PART IV
INVOICE AND PAYMENT**

18. **INVOICING:** Vendor shall submit one original and two copies of each invoice in accordance with established procedures between the City and Vendor to the following address:

City of Round Rock
Accounts Payable
221 East Main Street
Round Rock, TX 78664-5299

19. **PROMPT PAYMENT POLICY:** Payments will be made within thirty days after the city receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 19.1. There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 19.2. The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 19.3. There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 19.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or contract or other such contractual agreement.
20. **OVERCHARGES:** Vendor hereby assigns to purchaser any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq.



**CITY OF ROUND ROCK
CONFIRMATION OF PROPOSAL**

Please complete this form and include in the beginning of your formal proposal. Indicate the requested services that are contained in your proposal. This is a requirement to be considered as responding to the City's Request for Proposal.

Company Name _____

Address: _____

Representative's Name: _____

Signature: _____ Date: _____

E-mail: _____

Telephone Number: _____ Fax Number: _____

The City reserves the right to reject any and all proposals, whether solicited or unsolicited. The City also reserves the right to waive informalities and minor irregularities in proposals received if deemed in the best interest of the City to do so. There exists no automatic right for a proposer to submit revisions to the original proposal; however, the City may, if the City so desires, to request revisions. Although the City reserves the right to question a proposer concerning a proposal, the City may, at its sole discretion, award an Agreement without soliciting additional information or clarification from respondents to this RFP.